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Return To:  
Morris & Associates  
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Grantor:  
Marissa C Livengood  
Peter J Livengood  
2343 Khushboo Cove  
Southhaven, MS 38671  
662-441-6312  
Grantee:  
Household Finance Corporation II  
636 Grand Regency Blvd  
Brandon, FL 33510  
716-651-6754

#### INDEXING INSTRUCTIONS

Lot 10, Nelson Estates, located in Sec. 9, T2S, R7W, Plat Book 94, Page 23, DeSoto Co., MS.

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

#### BORROWER'S ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 16<sup>th</sup> day of September, 2010 by Marissa C Livengood and Peter J Livengood, wife and husband, hereinafter referred to as Grantors,

#### WITNESSETH:

That the Grantors, Marissa C Livengood and Peter J Livengood, wife and husband, executed and delivered a certain promissory note in the principal sum of \$280,000.00 and secured by a mortgage\* of the same date, covering the real estate located at 2343 Khushboo Cove, Southhaven, MS 38671, and more particularly described as follows:\*BOOK:2,618 PAGE:548

Lot 10, Nelson Estates, located in Section 9, Township 2 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 94, Page 23, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors have defaulted in the payments due on said note and is unable to meet the obligations of said note and mortgage according to their terms. The grantors are now executing a deed of even date herewith conveying the above-described property. The Grantors acknowledge, agree and certify that the aforesaid deed was an absolute

conveyance of the Grantors' rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate and also conveys, transfers and assigns the Grantors' rights of possession, rentals, and equity of amount of said indebtedness outstanding. In consideration of the premises hereof and in consideration of such conveyance, the Grantors have received a full and complete release of personal liability on the note together with the cancellation of record of the mortgage by said Grantee; and the delivery to the affiant of the note secured by said mortgage duly canceled, receipt of which canceled note is hereby acknowledged. Said deed was given voluntarily by the Grantors to the Grantee, in good faith on the part of the Grantors and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding of the part of the Grantors or Grantee, and was not given as preference against any other creditors of said Grantors. The conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' rights, title and interest of every character in and to said property.

This document will not merge the deed with the deed of trust or mortgage.

This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Grantors and Grantee expressly agree that nothing in this instrument is intended to work as a merger of Grantee's interest in said Property by virtue of said Mortgage and the fee interest therein. Grantee shall retain its status as mortgagee and said mortgage is not extinguished as a lien in rem only with regard to any junior lienholders, if any. If there are junior lienholders, said Deed of Trust shall not restrict the right of the Grantee to institute foreclosure proceedings against said junior lienholders if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of grantor's rights, title and interest of every character in and to said Property.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand, this  
16<sup>th</sup> day of September, 2010.

Marissa C. Livengood  
 Marissa C Livengood

Peter J Livengood  
 Peter J Livengood

STATE OF MISSISSIPPI

COUNTY OF MARSHALL

Personally appeared before me, the undersigned authority in and for said county and state, on this the 16<sup>th</sup> day of September, 2010, within my jurisdiction, the within named grantors Marissa C Livengood and Peter J Livengood, wife and husband, who acknowledged that they signed, executed and delivered the above and foregoing instrument of writing as their own act and deed.

David M. Higgins  
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

JANUARY 10, 2014

F10-1837

